

1895-042 Chancery Causes: Mary E. Jones vs. J. B. F. Mills &c
Lee Co. J. B. F. Mills &c vs. Southwest Virginia Mineral Land Co.]

Slump

CA-Debt

T-Property

-Deed

To the honorable H. S. K. Morrison Judge
of the Circuit Court of Lee County.

Humbly Complaining your Oratrix Mary E. Jones
would respectfully represent and shew unto
your honor that J. B. F. Mills and C. Shump defendants
one to and unjustly detain from your oratrix the
sum of Two hundred and fifty two dollars and
fifty cents. And thereupon to wit on the 20th
day of June 1887. The said J. B. F. Mills and C. Shump
by their certain writing obligatory, sealed with
their seals the date whereof is the day and
year aforesaid jointly promised and bound
themselves to pay to your oratrix, twelve months
after the date thereof the sum of Two hundred and
fifty two dollars and fifty cents; yet the said defendants
the said sum of money or any part thereof to pay
to said oratrix, although often requested, have hitherto
failed and refused and still do refuse—Now your
Oratrix would further represent and shew unto your
honor that the obligation aforesaid was executed to
your oratrix (as is here shown by the bond filed and asked
to be considered) as part payment of the purchase price
of a certain tract of land situated in the wild cat valley
owned by your oratrix and sold to the said J. B. F.
Mills and C. Shump on the day and year last aforesaid as
is shown by a copy of the deed made by your oratrix to
said defendants, filed herewith marked 'B' and prayed
to be considered as part of this bill. From an inspection
of which your honor will see that your oratrix
retained the vendors lien until the whole of the
purchase money was paid. And your oratrix is
advised that by the failure on the part of the said

1 J. B. H. Mills and C. Slump to make such payment
2 as alleged aforesaid. The right has accrued to your
3 oratrix to enforce her vendors lien In tender
4 consideration whereof and forasmuch as your
5 oratrix is remediless in the premises by the strict
6 rules of common law and cannot have adequate
7 relief except in a court of equity where matters
8 of this kind are properly cognizable. To the end
9 therefore. That Justice may be done in the premises
10 your oratrix prays that the said J. B. H. Mills
11 and C. Slump And the Southwest Virginia Mineral
12 Land Co. who may be interested, a body corporate doing
13 business in Va. May be made parties defendant to
14 this bill and be required to answer the same
15 but not on oath that being expressly waived.
16 That the said defendants may be decreed to pay
17 your oratrix the said sum of money with
18 interest thereon by a short day to be appointed by this
19 honorable court. That a decree be rendered by this
20 honorable court to sell the said real estate, or so much
21 thereof as may be necessary to satisfy your oratrix's
22 debt aforesaid. And that your honor will grant
23 unto your oratrix such further and general relief
24 as may be consistent with equity and the case
25 require. May it please your oratrix will ever
26 pray etc— M. H. Ely—
27 P. D.

Pleffs Costs
C 4.52
S 1.50
\$6.02

1st Febury Rules 1894 Relij.

Mary E. Jones Plff

vs Bill in Chancery

J. B. H. Mills et al Defts

1894 1st Febury Rules Bill
filed Spa Exdt & Disisi
" 2nd Febury Rules & Disi
Court House set for
hearing by Plff.

\$252.50

June 20, 1887

Twelve months after date without interest
we promise to pay Mary E. Jones
two hundred and Fifty two dollars
and fifty cents (\$252.50).

J. B. F. Mills *Recd*
C. Slump *Recd*

Or the within note by
\$10-00 April-16-1889 by C. Slump -
or the within note by 1890

\$25-00 June the 17th by J. B. F. Mills
or the within note by

\$25-00 June-7-1890 by C. Slump -

or the within note by

\$30-00 Sept-5th 1890

half by Slump & half by Mills

or the within note of \$10-00 by Mills
paid the sewing machine man
about 12th August 1890

Or within note of \$5.00 paid Charles
Jones at Nov Election 1890, by C. Slump

Or within note by a check of \$25.00 by
J. B. F. Mills Aug 17th 1891

or within note by \$20.00 by C. Slump Aug 21st 1891

Or the within note by check from J. B. F. Mills
for \$25.00 Dec. the 24th 1892

Or the within note \$28⁰⁰/₁₀₀ by C. Slump Nov. 1. 1892

To the honorable H. S. H. Morrison Judge of
the Circuit Court of Lee County.

Humbly complaining, sheweth unto your
honor, your Oratrix Mary E. Jones, that
J. B. F. Mills and C. Shump on the 20th day
of June 1887 became justly indebted to your
Oratrix in the sum of three hundred and fifteen
dollars for land sold to said defendants, and afterwards
to wit on the day and year last aforesaid by their
certain writing obligatory signed and sealed with
their seals and here to the court shown they promised
and bound themselves ^{jointly} to pay to your Oratrix twelve
months after the date thereof the sum of three
hundred and fifteen dollars, And your Oratrix
avows that although the said sum of three hundred
and fifteen dollars in the said writing obligatory
specified hath according to the tenor and effect
of the said writing obligatory, been long since
due and payable and although the said J. B. F.
Mills and C. Shump hath often been requested to
pay the same to the said Oratrix yet they
have not paid the said sum of money or
any part thereof but to pay the same to the
said Oratrix has hitherto wholly refused and
still doth refuse. Now your Oratrix would
further represent and shew unto your honor
that here to fore to wit on the day of 18 she
was seized and possessed of a certain real estate
situate in mild cat valley containing about 284
acres that on the 20th day of June 1887 in consideration
of the sum of \$1420. paid and secured to be paid
she deeded said tract of land by deed bearing

date on the ^{said} 20th day of ^{June} 1887 a copy of which
deed is filed herewith marked "B" and prayed to
be considered as part of this bill. Your honor
will see by the inspection of the deed filed
that part of the aforesaid tract of land to wit: 63
acres had an imperfect title and that your oratrix
only warranted said 63 acres specially. That the
bond here sued on is the purchase price of the said
63 acres, that it was agreed by and between your
oratrix and the said J. B. F. Mills and C. Slump that
said bond was not to be paid, (which agreement is
set forth in the deed and bond both) until the title to
the said 63 acres was quieted and made perfect
that it was the intention of your oratrix and J. B. F.
Mills and C. Slump to quit the title to the same within
a short time. Your oratrix avers that the title to
the said 63 acres is now perfect and indefeasible
the same having been quieted as is shown
by a decree rendered by this honorable Court
in the late Chancery cause of "Southwest Va.
Mineral Land Co. vs. Nelson Lunsford et al." a
copy of which ^{decree} is filed herewith marked "D" and
prayed to be considered as part of this bill. Your
oratrix alleges that said conditions have all been
performed and that her money has long since been
due, that she retains the vendor's lien in her deed
to said Mills and Slump until the whole of the purchase
money is paid in full, that by reason of the failure of
the said J. B. F. Mills and C. Slump to pay the aforesaid
sum of three hundred and fifteen dollars with
^{interest} as aforesaid, a right hath accrued to your oratrix
to enforce her vendor's lien. Your oratrix tenders

and files herewith a release due as an escrow to be
delivered when the whole of the purchase money with
accrued interest is paid in full. In tender consideration
whereof, forasmuch as your oratrix is reminded in
the premises, some by the aid of a court of equity, where
matters of this kind are alone and properly cognizable
Your Oratrix prays that the said J. B. H. Mills and
C. Shump, and the Southwest Va. Mineral Land Co.,
a body corporate doing business in Va. said Co. now
being at present in possession of said land, be
made parties defendant to this bill and required
to answer the same but need not answer on
oath that being expressly waived. That the said
defendants J. B. H. Mills and C. Shump be decreed
to pay your oratrix the said sum of money
with interest thereon in a short time to be fixed
by the court and that in default of payment, that
the said real estate or so much as is necessary
to be sold to satisfy your oratrix's debt, and that
your honor will grant unto your oratrix such
further and general relief as may be consistent
with equity and the case requires.

May it please Your oratrix will ever pray

M. L. Ely. P. D.

To Nov Dec 1896

0 8.25

3 2.00

Co 3.75

Adm 3.37

At 15.00

\$ 32.37

Nov Dec 1902

Clerk 25.59

108 S 3.50

C. C. 3.75

Adm 3.37

Atty 15.00

\$ 351.21

68

\$ 805.3

25.59

68

24.71

1st Feb 1894. E. C. J.

Mary E. Jones Plff

VS Billie Leaney

J. B. Mills et al. Defts.

1894 1st Feb Rules
Bill filed & Pa End
& Deane & Hsi

2nd Feb Rules & Hsi
Cause & Deane ret
for hearing

Ex. 6.00

Postage Paid
by Money 54

See Circuit Court

Henry E. Jones.

vs

E. L. Chaney

J. B. F. Mills et al

The separate decree and answer of the Southwest Virginia Mineral Land Company to a bill of complaint exhibited against it and others in your honor's said court of chancery in the above styled cause -

The decree respondent says, the plaintiff's said bill is not sufficient in law, whereof it prays judgment.

But should other or further answer be required, answering respondent says that it is now the owner of the land in question as the vendor of its respondent, Sleep & Mills; that it gave its note to said Sleep & Mills, for \$504⁰⁰ to be paid when the title to the 63 acre tract in question should be perfected. That before said title was perfected, or respondent put in possession of said land certain trespasses were committed by parties claiming in title to the same.

adversely, and all the valuable
timber was by them taken there-
from with a fair respondent
is informed from \$2500 to \$4000

Your respondent refused to take
the land & pay the purchase due
thereon unless their vendors, or they
with said plaintiff herein, should
hold them harmless as to said loss.

Your respondent states & charges
that said Sleep & Mills & also
said plaintiff herein entered
into an agreement to arbitrate
the amount of said timber loss,
and that whatever sum should
be found due therefor should be
entered as a credit on the note
of ~~\$75~~ \$504⁰⁰, and a just propor-
tion thereof should also be en-
tered as a credit by said plain-
tiff on the \$315⁰⁰ note given to him by
said Sleep & Mills. This arbitra-
tion was held and \$181²³ was

pronounced by the arbitrators as
a fair value for said timber, and
although your respondent thought
it was a shamefully low valuation
it nevertheless proposed to stand

it and to pay the balance due,
and the first intimation it had
of the breach of this agreement
on plaintiff's part was the insti-
tution of this suit -

Respondent charges that plaintiff
is bound by said agreement and
should be compelled to allow this
credit to its co-respondents, which
being done, as respondent is informed
this whole matter can be speedily
settled, as it now stands, & has always
stood, ready, able and willing to
comply with its agreement -

Respondent charges that in law the
plaintiff is bound to make good to
it the full value of the timber
taken - The land in question is well
unoccupied land - No actual or
constructive possession thereof was
ever given by plaintiff, nor was it
contemplated that it should be, un-
til plaintiff performed her agreement
to perfect the title, ~~standing~~ before
which the said timber occurred -

Respondent has read the answer filed herein
by its co-respondents, which it believes to be
true & which it adopts & pays to be treated as a
part thereof - & now having answered &c - respondent
prays to be heard &c - &c -

This answer is accepted to for same reasons
and is an answer of J.B. K. Mills and Co. through -

M. G. & Co. for Mary E. Jones

Mary E. Jones

1 Geo. of Dec 1890
vs 1/2 Miami Law
1/2
1/2

Filed in open court
by Geo. of Dec 1890

ASB Murray Clerk

To the Honorable H.S.K. Morrison, Judge of the Circuit Court of Lee County, Virginia:

The demurrer and answer of J.T.F. Mills and C. Slomp to a bill in chancery exhibited against them ^{as defendants} in this honorable court by Mary E. Jones

Respondents say that the Complainant's bill is not sufficient in law to call upon them to answer it in this honorable court, but that there is good cause of demurrer thereto, and they demur accordingly, and pray judgement of their said demurrer be. And not waiving said demurrer but relying and insisting thereon, should either or further answer be required of them, answering they say:

That it is true that on the 20th day of June 1887, they purchased from said complainant the tract of land in the bill mentioned, and particularly described in exhibit "A" filed therewith as part thereof; it is also true that on the same day they executed to the said Mary E. Jones the note filed by the complainant with her bill for \$315.00, by an inspection of which note it will be seen that although it is made payable twelve months after date, that it was not to be paid ~~until~~ or bear interest until the title to 63 acres of the tract conveyed by said deed, the title to which was then in dispute, was made perfect and indefeasible. Respondent supposes that it is true that it was the intention of the complainant to perfect the title to the said 63 acres as soon after the date of the said sale as the same could be done, but this important duty she neglected until the Southwest Virginia Mineral Land Company, the vendee of your respondents, at the ----- Rules 1893 of your honor's court filed a bill against Nelson Landford, wife and others who were asserting a claim to said 63 acres of land, the object of which bill was to quiet the title thereto. Such proceedings were had in said cause as that on the 11 day of Nov. 1893 your honor's court pronounced a decree in said cause quieting the title and possession of the complainants in said suit in and to said land, and declaring that said complainant, to wit, the Southwest Virginia Mineral Land Company, hold said land by title firm and stable and free from any claim, demand or interference of the defendants or any of them to said suit.

Your Respondents will now further show your honor that they bought said tract of land on speculation, a fact well known to the complain-

ant at the time she sold to them, and immediately afterwards, to wit on the 28th day of June 1887, respondents sold and conveyed said tract of land to said Southwest Virginia Mineral Land Company. In the deed to said Company it was stated that there was 63 acres of said tract of land in dispute, the title to which was only warranted specially, and said Southwest Virginia Mineral Land Company retained in its hands \$504.00 the price of said 63 acres which were not to be paid until the title to the said 63 acres should be perfected.

Respondents will now show your honor that regarding the title to the said 63 acres as perfected ^{by said decree of said} they have demanded payment from said Southwest Virginia Mineral Land Company of the said \$504.00 which payment has been denied for reasons which will be herein more fully stated a little further on.

After the sale made by respondents to the said Southwest Virginia Mineral Land Company and before said title was perfected by the decree above referred to Nelson Lunsford and his wife and their son John Lunsford under them, and William A.J. Ward and L.D. Ward, Admr. of the said W.A. William A.J. Ward, cut and removed a considerable amount of oak and poplar timber from said land, amounting in value as claimed by said Southwest Virginia Mineral Land Company to the sum of \$151.13, and this amount was arrived at by selecting three lumbermen and judges of timber to go upon said land and make the best estimate that they could of the timber thus cut and removed and their report or estimate was reduced to writing and is in the hands of R.T. Irvine, Attorney for said Southwest Virginia Mineral Land Company, and for this sum the said Southwest Virginia Mineral Land Company claimed they should have a credit on their said note of \$504.00 before referred to. This claim of the said Southwest Virginia Mineral Land Company was duly reported by respondents to the said complainant, and she refused to give your respondents credit therefor on said \$315.00 note. And thereupon respondents filed their bill in this honorable court against said Southwest Virginia Mineral Land Company, the object of which is to collect said deferred payment of \$504.00 above mentioned and said bill is now pending and is yet unanswered. Respondents ^{are} not advised as to whether or not said Southwest Virginia Mineral Land Company will be entitled to a credit for said sum of \$151.13 ~~or not~~ but they are advised that if said Company

is entitled to a credit for said sum, then that they will be entitled to a credit for a like sum on their indebtedness to the said complainant and they pray that this cause be brought on to be heard with the cause of respondents against said Southwest Virginia Mineral Land Company, and that they be given a credit on said \$315.00 note in the bill in this cause mentioned for whatever sum, if any thing, for which the said ^{Southwest Va Min Land Co} obtains a credit on its indebtedness to respondents.

Respondents will now further show your honor that at the time they executed said \$315.00 note in this bill mentioned, they also executed another note payable twelve months after date for the sum of \$252.50 upon this note the said complainant Mary E. Jones has likewise instituted her suit in chancery in this honorable court by a separate bill, which is likewise pending. On this note various payments have been made which are credited on the back of said note amounting in the aggregate to the sum of \$203.50. Your respondent C. Slemph has also paid to the Southwest Virginia Mineral Land Company and to E. T. Irvine, its attorney, the sum of \$86.25 costs and Attorneys fees for perfecting said title, which services of said Attorney and the costs of said suit were incurred at the special instance and request of complainant and paid by said Slemph at her direction, and were to be placed as a credit upon said note last aforesaid for \$252.50. Respondent C. Slemph has further paid also at the request and by direction of said complainant the sum of \$18.60 being one half the expenses of having said 63 acres surveyed and the amount of timber taken therefrom by the said Lunsfords and Ware ascertained and valued. For this sum respondents were likewise to have a credit on said note for \$252.50. This last mentioned suit respondents are advised, should not have been brought, and having been brought, the court will compel its consolidation at the expense of the plaintiff, with the first mentioned suit.

Respondents seek no delay in the settlement of this matter. They regard the title to said 63 acres as now having been perfected. They are anxious for full settlement of the whole matter, and only seek to obtain credit from the complainants for whatever sum or sums they are compelled to give a credit to their vendee on account of the matters hereinbefore set forth, and when that is done, the complainant will not

the payment to her is alleged to have been made.
not be delayed in receiving the money to which she is entitled.

And now having answered the complainants bill as fully as they are
wiser. it is material or necessary for them to answer it, respondents
that complainant be required to give respondents credit for the value of the timber above
prayed to be hence dismissed with their costs &c.

Duncan & Hyatt Attys
for Respondents

This answer is excepted to as to all statements in regard to
the sale and transactions between the defendants and
the Southeast Va mineral Land Co, beginning at the
index in the margin and continuing to the straight
pencil line on the page next to the last, because irrele-
-vant and immaterial here, between the parties to this
suit. This complainant can not be prejudiced by, and should
not be compelled to take issue ~~thereon~~. said transactions.

M. G. Ely, for Complainant.
- Cont.

J. A. H. Allen and
Attys for
the Defendant
as in view
of the
L. J. C. Jones
Filed in open court
March the 7th 1894
Chas Murray Atty

Mary E. Jones
vs. {
J. B. F. Mills et al.

J. B. T. Mills,
vs. {

South West Virginia Mineral Land Co.

} Decree.

These causes came on this day to be heard upon the papers formerly read in the cause, and was argued by counsel. On consideration of which, and it being suggested that since the institution of this suit that J. B. F. Mills has departed this life, and that R. T. Irvine has qualified as his administrator, ^{by consent of R. T. Irvine admin} motion of plaintiff it is ordered by the court that as to J. B. F. Mills in this cause, the same be revived in the name of R. T. Irvine, his administrator in whose name it will be prosecuted until the final determination of this cause, and it is further adjudged ordered and decreed that Commissioners W. G. Ely and L. T. Hyatt proceed to carry out the duties required of them in this ^{cause}, shown by decree entered June 15th 1895, and report their action to the next term of this court, and the cause is continued.

Mary E. Jones.
vs. $\frac{3}{4}$ Decree
J. B. F. Mills et al.

J. B. F. Mills et al.
vs. $\frac{3}{4}$ Decree
S. M. Va. Min. Land Co.

Entered in
Liquor Order
Book Page 229.

Enter this.

W. J. M.

June 13th. 1895

Mary E. Jones

or
J.B. F. Wells et al

3 Henry

Same

or
Same

3 Henry

J.B. F. Wells et al

or
Sir. V. Mineral Land

3 Henry

These causes coming in again
this day to be heard together
upon the papers coming in, and
being other reports of R. T. Irvine,
Special Comr filed this day
herein, upon motion of the
plaintiff to a Mineral Land
Company, by counsel it is or-
dered that if the J.B. F. Wells
shall not execute the release
mentioned upon the payment
of the balance of the sums
demanded against it said
Company then R. T. Irvine
who is hereby appointed
a Special Commissioner

his last purpose shall ex-
ecute such means for
said Jas F. Jones, & shall
acknowledge the same
for record in the same
together with a further
report of his, containing
information at the next term
of this Court, and
their names is continued

Wm. Jones
1811

10. 1. 1812

Same
10.

Same

10. 2. 1812

10. 3. 1812

10. 4.

Entered in Chancery
10. 5. 1812

Lee Circuit Court

Mary E. Jones
 vs 7101 } In Chancery
J.B. F. Mills et al

Mary E. Jones
 vs 7102 } "
J.B. F. Mills et al

J.B. F. Mills et al
 vs
 Southwest Va Mineral Land Co. }

Upon the report
 of defendants in the first two above
 styled causes, & of all parties to said last
 styled cause, by their attorneys, and
 for reasons appearing sufficient
 to the court, it is ordered that
 all of ~~the~~ said causes be brought
 on to be heard together, and these causes
 coming on this day to be heard together
 upon the bills of complaint & exhibits
 filed therewith, the plea of defendants
 Mills & Slump in the first styled cause,
 and ~~joint & separate~~ ^{answers} of the same
 in said cause, & the answer of the
 Southwest Va Mineral Land Co. in
 said cause, and the exhibits filed
 with said answer, & the answer of
 said said " is now set at "

cause, the exceptions by plaintiff to
the answer of Mills & Slump in
said first styled cause, ~~and~~
general applications to all of said
answers, and the deposition
of C. Slump, was argued by
counsel,

Upon consideration whereof
and for reasons appearing in official
to the court, it is ordered that
these causes be referred to
A. M. Goring as a Special Commissioner
herein who shall ascertain and
report the nature, amount, and
priorities, if any, of the liens that
exist on the land in question, and
what sum, if any, remains due
and unpaid on the \$252⁵⁰/₁₀₀ note
died on. Before proceeding to act
hereunder said commissioner shall
give ten days notice to the parties
herein or their attorneys.

And all questions raised by said
plea & by said exceptions to
the answer of Mills & Slump are
expressly removed, and this case
is returned. The appointment of
said commissioner shall be as follows.

any party hereto from taking
such evidence as they may be
advised to take on other questions
raised by the pleadings herein,
in the usual way provided
by law - And this decree is
so ordered -

W. Long & Sons
175 1st & Cherry
J. B. F. Mills

James

175 1st & Cherry
James

J. B. F. Mills

175
J. B. F. Mills & Co.

Enter in book
H. S. K. M.

Entered Chas. Ordway Book
Page 578
MCH 13 '77

Mary E Jones	}	Decree
vs }		
J. B. F. Mills et al		
Mary E Jones		
vs }		
J. B. F. Mills et al		

These causes came on this 8th day of March 1894 to be heard on the plaintiffs original bills and exhibits filed therewith and on the plea of defendants J. B. F. Mills & C. S. Kemp and was argued by counsel, whereupon for reasons appearing sufficient to the Court, it is ordered that these causes be consolidated; and hereafter heard together.

Mary E. Jones

vs }

J.B.F. Mills et al

and

Mary E. Jones

vs

J.B.F. Mills et al

Decree
Consolidating

Enter
H.L.K.M.

Dec 7 1894

E.C.O.B. Page 555

The depositions of Mary E. Jones and others
taken before me C. L. Bailey a Notary Public
in and for the County of Lee and State
of Virginia, at the dwelling house of James
H. Jones, in Turkey Cove Va. between the hours
of 9 A. M. and 6 P. M. ^{on the 7th day of May, 1874.} pursuant to notice hereto
annexed to be read as evidence in behalf
of Mary E. Jones in a suit in equity depending
in the Circuit Court of Lee County, in
which Mary E. Jones is Plaintiff and
J. B. H. Mills et als are defendants: -

Present: M. G. Ely atty for Plff & Plff

L. T. Hyatt Deft. Ed C. Sluagh.

R. T. Irvine atty for S. W. Va. Merc. & Co -

Mary E. Jones a witness of lawful age being
duly sworn deposeth and saith:

Ques 1st Please state your age and connection with
this suit: -

Ans I will soon be sixty five years old.

I am plaintiff

Ques 2 Turning your attention now to the two
hundred + fifty - two dollars & fifty
cents ^{note} sued on by you, please state
whether or not E. Sluagh & J. B. H
Mills are entitled to any other credit
that should be placed thereon

Ans No not that I know anything of

Ques. 3 Col. Slomp in his deposition says that you should give him credit on the \$2,525.00 note for \$65.28 paid out by him as your part of the expenses in perfecting the title to the disputed land also \$4.66 expenses incurred in going to Jonesville. Now please state whether or not he is entitled to these credits on his claims

Ans. No I do not see why he should be entitled to them

Ques. 4 Please state whether or not you ever requested C. Slomp to pay out or expend the aforesaid sums of money for you?

Ans. No Sir I never did

Ques. 5 Please state whether or not you ever at any time agreed with Col Slomp to pay any part of the legal costs in perfecting the title to the disputed land.

Ans. No Sir I never said to Col Slomp that I would pay ^{any} part of the cost as I have any knowledge of.

Ques. 6 Now please state what part of the expenses incurred in perfecting the title you did agree to pay and whom did you expect to pay the ^{legal} cost

Ans

Well I agreed to pay my part of the attorney fee and my calculations were to pay it when I received the money for my land which was due me from C. Sloop & taken out of these notes.

Ques. 7

Please state whether or not you ever authorized or requested C. Sloop to pay your part of said expenses to attorney or anyone else?

Ans.

No Sir I never did that I have any recollection of.

Ques. 8

Please state who now has the title to the said land perfected and when was it to be done?

Ans.

It is my recollection and understanding that C. Sloop and J. B. F. Mills were to have it done right at once.

Ques. 9

Please state whether or not at the time you sold said land to C. Sloop & J. B. F. Mills you agreed with them to protect the 63 acres from the acts of adverse claimants or trespassers?

Ans.

No Sir not that I have any recollection of.

Ques 10

Please state whether or not the title to said land has been perfected

Ans I have understood from C. Slomp and others that the title was perfected, but do not know it myself.

Ques. 11 Please state whether or not you ever agreed to pay any part of the damages claimed for the timber which was taken off of the disputed tract of land before the title was perfected?

Ans No Sir I do not recollect that there was ever anything said to me about ~~timber~~ ^{the} damages for the timber before the title was perfected. nor do I have any knowledge of ever saying to Col. Slomp that I would ^{any part of the} pay damages, or costs

Ques. 12 Col. Slomp in his deposition states that in a settlement with the Wards that you agreed to pay a proportional part of the costs in perfecting the title and in making the survey and arbitration. Please state whether or not you ever had a settlement with the Wards or any such agreement?

Ans No I never saw the wards nor made no agreement to pay any part of it

Ques. 13 Please state whether or not you, or your vendees J. B. & F. Mills and C. Slomp were the owner or in possession of the said land when the timber was removed

Ans Well I was not in possession of it having sold it to Slomp & Mills

Ques 14 Col Slump in his deposition speaks of you signing and acknowledging a released deed but your husband refused to sign it. Please state why and how that was?

Ans I signed the deed and intended to go to Big Stone Gap and deliver the deed if I got my money if not I intended to hold on to it. It was a bad day and I did not go ^{right then} but Charles Jones went. My husband had objections to signing it on account of timber
X Examination.

Ques. 1. You state in answer to question 6 that you agreed to pay your part of attorney's fee. Where you present when that agreement was made, and when Counsel was employed?

Ans I was not present. My husband went with Col Slump & Mr. Myatt and ~~I learned~~ to Big Stone Gap I got him to go with them for me to bring the suit and make arrangements and when they come back I learned he had agreed to pay part of the fifty dollars attorney's fee.

Ques 2 Please state on what occasions if any you were present in person when agreement or

or understandings were made in reference to this Controversy.

Ans. To her not time except the time when I sold the land to Slump & Mills

Ques. 3 Who represented you on other occasions?
Ans. If I understand you, my husband went to Big Stone Gap one time to see about bringing suit and I do not know that he went but one time on that business. I can't say that he did or did not. He went to Jonesville one time. Somestimes Charles Jones went with them and one time he went to the Wild Cat to get a list of names of the Ward Children.

And further this deponent says to not
~~Ans. 4~~ Mary ^{her} E Jones
Mark

C. H. Jones introduced by plaintiff
a witness of lawful age &c
being duly sworn deposes and says

Ques. 1 Please state your age, occupation and relation to plaintiff

Ans. My age is twenty two. Occupation a lawyer, relation to plaintiff, Son

Ques. 2 Please state whether or not you at any time or any place while representing your mother the plaintiff agreed or entered into a contract with C. Slump or anyone else that your mother would bear any part of

the expenses of the cost incurred in perfecting the title to the land in controversy or would pay any part of the damage to said land by reason of the timber being removed therefrom if so tell all about it

Ans.

No I never agreed for her to pay ^{any} amount of money to perfect ^{the title to the} 63 acres of land or for damage on account of taking the timber from the 63 acre tract neither did I enter into any such contract. At a time when a compromise was talked of she said, ^{she} did not want to ^{pay the} proportional part of cost as estimated, ^{as it was} too much what I mean by the cost is the attorney's fee of 60 dollars ~~to be paid to Dr.~~ to be paid to Dr. E. Irvine and the legal costs of the suit brought to perfect the title to the disputed 63 acre tract - also the damage for the timber taken from the 63 acre tract by Wards & others and the expense of estimating the amount of timber taken from the 63 acre tract also Sutton's bill for counting said timber and to pay Thacker for surveying said land & the arbitrators for placing the value on said timber, one time in going to Big Stone Gap I asked my mother if she was willing to pay about one hundred and

twenty dollars. I asked her if she intended to pay the amount assessed to her something near 120 dollars. She said no then I asked her if she was willing to pay 75 dollars. She said no she did not want to.

Ques 3 Please state whether or not your mother the plaintiff ever authorized you to enter into or complete any agreement or contract by which she was to pay any ~~amount~~ amount of money for expenses, damages, &c?

Ans

NO

Examination

Ques 1 Please state whether ~~it was~~ or not you were authorized by your mother to represent her at the conference near Ward's Mill between Hyatt, Kemp, & the Wards and others, at which you were present, before the suit to quiet the title was instituted?

Ans.

We went over there more than ^{one} time but I don't know positively whether she authorized me to do any special thing connected with the business for which the meeting of the parties took place, though generally I went to see what they intended to do about it as she seemed to want it settled in some manner so she could get her money. I think my brother went a time or two but I am not ^{positive}.

whether my father went or not anytime
I do not ^{think} she was present at the time of above

Question

Was you authorized to represent
your mother at Big Stone Gap
the day of the meeting in the
law office of R. T. Irvine, the
Chair of the arbitration?

Answer

Mrs.

~~This trip to Big Stone~~

I cannot say whether I was or was not
That trip was like the rest of them. There
were several meetings there and in the
social hall we would go to see what could
be done and if any compromise of any
kind could be made but generally
nothing was done and we all went
home

Redirect Examination

Ques. 1

Please whether or not you were authorized
by your mother the plaintiff on the two
occasions just mentioned by Mr. Irvine on
cross examination to wit at Big Stone
Gap & Ward's Mill to enter into any contract
agreement or final settlement in regard
to the matter here in controversy?

I remember distinctly that she never authorized
me to make any final settlement.

And further this deponent saith nat.
C. H. Jones

Virginia Lee County to-wit
I C. D. Bailey a notary public in and for
the county and state aforesaid, do certify
that the foregoing depositions of Mary E. Jones
and G. H. Jones were duly taken, subscribed
and sworn to before me at the time place
and for the purposes mentioned in the
caption. Given under my hand this
the 7th day of May 1894.

C. D. Bailey N.P.

Notary's fee \$3.37½

Mary E. Jones

no. { Depositions

J. B. H. Mills et al

(Received by mail in good
condition and filed May
the 11th 1894)

A. V. 3 Munsy Clerk

Notary fee \$3.37

To J. B. F. Mills, C. Shump, And South West
Minnel Land Co.

Take notice, that on the 7th day of May, 1897, at the ~~office~~ ^{dwelling} house of
James F. Jones, in the town of Turkey Cove Va, between the hours of 9
o'clock a. m. and 6 o'clock p. m. of that day, I shall proceed to take the depositions of

Mary E. Jones et als —

to be read in evidence in my behalf in the suit in equity depending in the Circuit Court of

Lee County in which Mary E. Jones is

Plaintiff and

J. B. F. Mills, C. Shump And South West Va. Minnal Land Co. are

Defendants; and if from any cause the taking of said depositions be not commenced on that day,
or if commenced, if they be not completed on that day, the taking of said depositions will be
adjourned and continued from time to time and place to place until they are completed.

Respectfully,

Mary E. Jones
By counsel,

For:—

R. T. Irvine

Success in service
the within notice
for the San Antonio
Va Mineral Land Co
on condition that Mary
E. Jones will appear
in person or by at-
torney at Big Spring
Va at my office on
Thursday Ma, 3rd/94
to the taking of deposi-
tions on behalf of said
San Antonio M. L. Co in this
cause.

R. T. Irvine
April 28/94

Atty

To J. B. F. Mills, C. Shank. and South West Va
Mineral Land Co.

Take notice, that on the 7th day of May, 1894, at the ~~office of~~ dwelling house of
James F. Jones, in the town of Turkey Cove Va. between the hours of 9
o'clock a. m. and 6 o'clock p. m. of that day, I shall proceed to take the depositions of
Mary E. Jones et als

to be read in evidence in my behalf in the Circuit Court of
Lee County in which Mary E. Jones is

Plaintiff and J. B. F. Mills, C. Shank. and South West Va. Mineral Land Co. are

Defendants and if from any cause the taking of said depositions be not commenced on that day,
or if commenced, if they be not completed on that day, the taking of said depositions will be
adjourned and continued from time to time and place to place until they are completed.

Respectfully,

Mary E. Jones
By counsel,

The depositions of C. Stemp taken pursuant to notice
before C. E. Cook, Notary Public for Lee Co. Va
hereto attached at the office of Duncan & Pratt in the Town of Jones-
mill on the 9th day of March 1894 to be read as evidence on behalf of
the defendants in a chancery cause now pending in the Circuit Court of
Lee County, Virginia, in which Mary E. Jones is complainant and J.B.F.
Mills and others are defendants.

Present: Mr. G. Ely & J. H. Orr, attys for Plaintiff
W. D. Howell & Son for Defs.
Geo. F. James, Present also.
C. Stemp, a witness of lawful age, being first duly sworn, deposes

and says:

First question for defendant.--

The taking of this deposition is excepted to for want of sufficient
notice, counsel not having had reasonable time and no op-
portunity at all to confer with their client, the Plff.
M. G. Ely for Plff.

1 State your name, age, residence, occupation,
connection with these causes,

Ans. Campbell Stemp. I am 54 years of age, Farmer.
I am one of the parties to the cause.

2 Turning your attention now to the \$252.50
note sued on, state whether or not the credits
thereon endorsed are proper & also state
any other credits if any that ought to be
endorsed thereon.

Ans, The credits endorsed are proper & should be
There should be a credit of Mrs. Jones' part of
the expenses of the suit of this suit & also of
Mineral Land Co. & also of the expenses of
for bringing the title of this suit to the
court. 65.28, also \$66 bring her pro-
portion of the expenses incurred of coming to
Jamesville in connection with the title made
the trip in June 7, 892. & also \$93,
I came to Jamesville as Plff. & one of the

2

The foregoing answer so far as it relates to any transactions
or expense incurred in the suit of South-west Va. Mineral
Land Co. vs Lunsford and Wards - and expenses incurred in coming
to Greenville, is excepted to as irrelevant, immaterial and therefore
inadmissible.

M. G. Ely atty for Plff.

3 Why do you say that the Plaintiff should
bear any proportion of the expenses of the above
suit, also state how you arrive at her share.

Ans. Plff by Counsel makes exception to the question
and asks that the court should not take notice of the same.

Ans. Because of a verbal agreement between, her
Mills. Myself & J. M. Wyatt, in the pro-
secuting of the suit vs. Wards & Lunsford for
perfecting the title of the land, by which
agreement each party was to pay in pro-
portion to the amount they had due there.
The total expense was \$144⁶³, Wyatt
proportion of this \$40²⁸ & the same portion
of \$104³⁵ is to be divided between the Plff.
on the one side & Mills & Myself on the
other, she paying \$65²⁸ & we paying \$39¹⁷
Now this is because she had an interest of
\$315⁰⁰ & we an interest of \$189⁰⁰ in the
money to come from the land.

This answer is also excepted to by Plff. in
so far as the same is intended to carry on
all in the written agreement.

M. G. Ely atty for Plff.

4 What written agreement was there between
you on this subject?

Ans. I have none.

5 When was this verbal agreement on the part of Plaintiff Mary E. Jones to pay the above stated proportion of the expenses of perfecting the title to the 63 acres made with reference to the date of her deed to you & Mills of June 20, 1887, and also state whether or not either you or Mills ever agreed to release her from her duty of protecting the 63 acres from the acts of adverse claimants to said 63 acres.

This question & any answer thereto is excepted to for reason above stated. M. E. Jones, Plaintiff
 Ans. - The agreement was made after the deed above mentioned & before the suit of Edward Thompson above stated. I never agreed to release her from her duty of protecting the 63 acres from the acts of adverse claimants to said 63 acres.

6 From what dates should the \$65.25 and \$4.66 be interest

Ans. The settlement of the expenses of the litigation was made June 13, 1887. Some of the money was paid out by me previous to that date, but the balance from that date to the present time, on the \$65.25 and \$4.66 interest from June 13, 1887 to the present time.

This is all excepted to for reason above stated. M. E. Jones, Plaintiff

I see that James F. Jones is present & an interested listener to your deposition. Now, please state his relation, if any, to the Plaintiff Mary E. Jones, & what part, if any, he has had in the litigation, in

= This is excepted to because J. F. Jones, is no party to the suit, & any answer thereto is irrelevant & immaterial.

Ans. He is the husband of the Plff. He was generally, consulted, but not always, in every action that was taken, & he went with me to employ Mr. Irwin, to bring the suit vs. his wife, after consultation with his wife.

(8) Why was Jas F. Jones, concerning himself about these matters, & in what capacity?

Ans. - He acted as the agent of his wife.

(9) It is stated in the pleadings, that the timber taken from the 63 acres of land, was reasonably worth \$151.3. Please state your capacity & opportunities for being able to estimate its value & then state whether or not, the

This question & any answer thereto, is excepted to, as inadmissible because irrelevant & immaterial.

Ans. I have bought, sold & raised about a good deal of timber & I have known a good deal of valuation in timber. The amount stated in the answer was arrived at by three expert lumbermen selected by all of the parties interested & I, myself, made a rough count of the timber that had been taken, & I concluded that they had fixed a value, as correctly as it could

(10) - State whether or not the Plff. or any person acting for her, was ever informed of the value as made by the said experts & also whether or not, she or any person acting as her agent, agreed that said value was correct.

The question & answer there is excepted
to be read & understood in its full
context for the purpose of the
trial.

Ans - Her son Charles was present when the
estimate was made, having come there
as her representative, he was informed
of the estimate arrived at. said he
thought it about right & expressed
himself as perfectly satisfied with the
estimate. We frequently talked about
it at her house & in her presence, &
she never expressed any dissatisfaction, but
expressed herself as well pleased with it.

(11) Who has caused the delay, on the
part of Mills & yourself in bringing
forward objections to the bill?

Ans - The first delay was caused by reason of
the title of the land not being perfected.
After the suit perfecting the title of the
land was settled, we have been delayed
in attempting to get a settlement of this
land.

This answer is excepted to be read & understood
in its full context for the purpose of the
trial.

You say in your examination in chief
that the Plff should pay or give Credit
for \$65.28 as her part of the expenses of
the suit perfecting the title to the
disputed land - from what do these
expenses consist?

Ans - It includes an Attorneys fee & the tax-
able costs, incurred by the South West
Virginia Mineral Land Co Vs. Lunaford
& Ward, also the expense of survey of
the ^{disputed} land & the ascertainment of the value of
the timber cut; the value of the timber cut.

20 R.J. Drvin, ally, 74.50
 50 of being his for \$24.50 which J. M. Wyatt paid, leaving
 \$53.80 to be borne by Mrs. Jones & ourselves in
 proportion to our interests. Next came, the
 taxable costs in the suit, amounting to 44.38
 of which we all paid 12.33 leaving to
 be paid by Plff. 32.05 the next
 item was one half the costs of surveying
 the land, & estimating the number of
 feet of timber taken which was \$23.00
 of which about one half went to Shoen
 for surveying the land & the balance
 to Sutton for estimating the timber taken
 & serving as one of the three arbitrators
 for putting the value thereon, of the
 \$23.00, Wyatt paid \$6.39 leaving \$16.61
 for the Plff. the next
 item was one half of the expenses paid
 Bratton & Carmichael as arbitrators on
 the timber amounting to \$27.50 of which
 Wyatt paid 13.75 leaving 13.75 to be
 paid by Jones & ourselves & these sums
 make the total of \$114.44

9/- Was there not a judgement for costs in
 favor of the South West Virginia Mineral
 (13) Land Co. vs. the Lunsfords & Wards, in
 the suit to perfect the title?

Ans. There was, but in the settlement
 with Wards we, that is the Plff. Wyatt
 Mills, & myself, agreed that we would
 pay these costs in proportion to our re-
 spective interests.

9/-
 (14) Is there not a suit or suit pending
 again in the Circuit Court of this
 County, for the value of the timber cut
 from the land?

Ans - There is, as I understand, by the South
West Virginia Mineral Land Co., but
there is no reputation of ever reaching
anything.

Q - State that the expenses that
you seek to charge the Plff with
should be borne in the proportion
of 315 to 189. Now is 189 all that
is due from the South West
Virginia Mineral Land Co.?

Ans - We held their note upon which
we brought suit for \$500⁰⁰. If the
title of the land had been clear
without damage, we would have
expected to have paid her \$315⁰⁰, which
~~was~~ is the amount for which we gave
our note, leaving \$189⁰⁰. ~~leaving~~
There is no a profit on the land.

Q 16 - State what, if anything, the Plff
had to do with your sale of this
land to the S.W. Va. M. L. Co.?

Ans - She had nothing to do with it,
as I know of.

Q 17 - Please state whose timber this
was, which you seek to charge ^{to} ~~of~~
the time it was taken?

Ans - When the timber was taken, ~~no~~
suit had been instituted to settle
the title of the disputed land, & I
then did not know whose it was,
but was told by that time conveyed
to the S.W. Va. M. L. Co.

Q/ - When was this timber cut or taken
18 from said land?

Ans - I do not know the exact time,
but I think about 4 years ago.

Q/ 19 Were you at any time, while you
was owner of said land, disturbed
by adverse Claimants to the title?

Ans - I was not, we only had the title
one day.

Q/ 20 In your examination in Chief, you
speak of Mr. Wyatt paying certain
proportional parts of certain expenses
+ so much being still due + owing
by Plff. please state why she did not
pay her part of said expenses,

Ans - ~~She~~ She agreed to pay her proportional
part of these expenses, but objected
to paying for the timber that was
destroyed + never called on her for a
settlement for these things, hoping
that we could get the timber question
settled before we got up to it.

Q/ 21 You do not know then, as a settlement
whether or not, she will agree to pay
any part of the expenses, which you
charge her, do you?

Ans - I have not talked to her about it
since the institution of this suit
but she agreed to pay her proportional
part before that.

Q/ 22 Have you or not, gone to her, with a
recommand to sign + state what she
does + does not execute?

ans. - I sent a release deed to her which she signed & acknowledged before Squire Riddle, but her husband, J. D. Jones refused to sign it on account of 25 white oak trees reserved to him in their original deed & that release deed was never delivered.

— Redman —

Q/ - Please state how you & Mills happened
23 to agree with Mrs Jones to pay any proportion of the costs & expenses of perfecting the title of the 63 acre tract —

ans. Nearly 5 years had elapsed before any effort was made to perfect the title, & we agreed to do this gratuitously, & with out any obligation resting on us in order to close the matter up.

— Re Cross examination —

Q/ - State why it is you claim the
24 Credit for expenses in perfecting the title to the said land against the \$252⁰⁰ note instead of the \$315⁰⁰ note, which was given as the purchase price of the land having the defective title.

ans. - These expenses were undertaken & agreed upon by us, when we did not know whether we would derive anything for the \$315⁰⁰ or not. They have actually been paid & we don't know yet what the S. W. Va. M. L. & O. will assess us for damages on the timber.

Q/ - Are not both notes due?
25

ans. I suppose the note is due, but I don't know whether this depends on the date of the note or not.

Campbell, Stimp

Virginia
~~Lee Co~~ } to wit

I, C. E. Cook, a notary public for Lee County Va, hereby certify that the foregoing deposition of Campbell & Stimp was duly taken, sworn to & subscribed before in said County, at the place & time & for the purposes stated in the caption thereto & therein.

Given under my hand this Ma -

9. 1894

Time of taking & fees as notary \$2.25
paid by Stimp

Mary E. Jones

} Defendant.

vs } Plaintiff

1893-1894

Received
from C. E. Hook

The Notary Public before
whom taken and filed
this the 9th day of March
1894 A. B. Munsey Clerk

Mary E. Jones

Please take notice that on Friday the ninth day of
March
~~February~~ 22nd at the Office of Duncan & Hyatt in the Town of Jonesville
We will proceed to take the deposition of C. Slomp to be read as evi-
dence in a chancery cause now pending in the Circuit Court of Lee
County in which ~~you~~^{you} are Complainant and ~~you~~^{you} are defendants
you can attend and cross examine if you desire.

March the 7th 1894.

Very truly & ours &c.

M. Donald Duncan 704 St.
Attys.

J. B. F. Mills
C. Slomp
counsel,

J. B. H. Mills et al

and by Notice

Mary E. Jones.

Virginia Lee County Va

This day

personally
appeared before me

John B. H. Mills a Justice

of said County and made

oath that he delivered

a true copy of this no

tice to Mary E. Jones on

Thursday the 8th day of

March 1894 at

a clock in the morning

in the presence of

the 8th day of

Executed by
delivering a copy
of the within notice
on the 8th day of
March 1894 at
11 - a.m. to Mary
E. Jones

L. M. Wade J. S.
for C. E. Felanary
S. L. C.

This indenture made this 20th Day
of June 1887 between Jas ^{the} Jones
the wife of said Jas ^{the} Jones both of Lee
County, Virginia parties of the first
part and W. B. Mills of Wise County
and Le Slump of Lee County parties of the
second part. Witnesseth that in consid-
eration of fourteen Hundred and twenty
Dollars (\$1420) of which sum the sum of six
hundred (\$600) ^{dollars.} has been paid and the
receipt of which is hereby acknowledged
fifty Dollars of which six hundred has
been paid to C. J. Dumas by request
of said Jas ^{the} Jones it being the release
of said Jones life estate in the tract to
be hereby conveyed of which first
mentioned sum the sum of \$252.50 is
to be paid from the from date without
interest and of which first mentioned
sum the sum of \$252.50 to be paid
without interest twelve months from
date above written and of which first
mentioned sum, the sum of three
hundred and fifty dollars is to
be paid twelve months of the date
without interest if the title to a
certain 63 acres of the tract hereby
conveyed be by that time perfected

and if the said title is not then perfected
said \$315. to be paid in full until
title to said sixty three acres has
been perfected, a lien is hereby retained
to secure the payment of above men-
tioned deferred payments. The parties
of the first part do hereby grant sell
and convey unto the party of the
second part their heirs and assigns
the following described real prop-
erty to wit: a tract in Lee County
Virginia. South of Wallens Ridge and
North of Powells mountain, bounded as
follows: Beginning at five chestnut
trees on top of Wallens Ridge thence
with the meanders thereof S 32 7/8
po S 69 W 11 po S 33 W 16 po S 62 W 18
po S 2 W 10 po S 46 W 6 po S 1 W 5 po S 56
W 14 po. S 37 1/2 W 14 po S 69 W 14 po to five
hickories corner to Jonathan Hyatts
land and with his lines South 434 poles
to a small maple and a chestnut on the
South of a Spur thence at 49 E 138 po
to a rock in Lovelady cove thence
North 427 poles to the Beginning
Containing 284 acres. But it is
understood that twenty five white

oak trees on the South side of Lovelady
creek to be selected by Jas F. Jones are
herely excepted from this conveyance
to have and to hold said property
unto the parties of the second part
their heirs and assigns forever
And said parties of the first part
herely release all their right title
and interest in said property in-
cluding Homestead Exemption allowed
by law in so much as to warrant generally
the property hereby conveyed and the
said first parties covenant that they
have good right to convey said tract
that they have done no act to encumber
said land that the grantees or assigns
shall have quiet and peaceable posses-
ion free from all claims of all persons
whatsoever in testimony whereof.
The parties of the first part hereunto
set their hands & seals the Year and
day first above written.

attest

H. L. McDowell Jr

James F. Jones *(init)*
Mony E. Jones *(init)*

State of Virginia }
County of Lee

I a commissioner in chancery

of See Circuit Court Court in and
for said County and State, do ^{herby} certify
that the foregoing instrument of
conveyance from Jas B Jones & Mary E
Jones his wife to J. F. Mills and Lehigh
was produced to me by the parties on
the 20th Day of June 1887 and acknowledged
before me in my County
aforesaid, by the said Jas B Jones, whose
name is signed to within writing
bearing date of June-20 1887 to be
his act and deed; for the purpose
herein mentioned, shown under my
h. of this 20 Day of June 1887.

Leah Bailey Court
in Chancery &c

State of Virginia } to wit:
See County

I a commissioner in
Chancery See Circuit Court do certify
that Mary E Jones wife of Jas B Jones
whose names are signed to the
writing above bearing Date of June
20th 1887 personally appeared before
me in the County aforesaid and being
examined by me privily and apart from

her husband, and having the writing afore-
said, fully explained to her. she the
said Mary E Jones acknowledged the said
writing to be her act and declared, that
she had willingly executed the same
and does not wish to retract it.

Given under my hand this the 20th day
June 1887.

Leon Bailey Court
in Chancery &c

This is in a Lee County Court Clerk's office the
19th Day of July 1887. The foregoing Deed Bear-
ing Date June 20th 1887 between Jas F Jones
& Mary E. his wife of the first part &
J. B. F. Mills & Co. of the second part
was this Day filed in this office and
admitted to record upon the certificate
of Leon Bailey a court in chancery for
the Circuit Court of Lee County Va.

Teste John B. Gibson Clerk
(A Copy Teste: S. W. Richmond Clerk)

For J. J. & wife
To 3 copies

J. B. J. Mills et al
Recorded Dec. Book
No 22 - Page 363.

Exhibit, etc.

7# 1.35
90
1.00
3.75

1 Virginia Lee Circuit Court:

2 South West Virginia Mineral Land Company
3 vs

4 Nelson Sunsford et al

5 } DuChamney

6 Upon motion of E. M. R. Ewing is app-
7 ainted Guardian ad litem for Lillie M.
8 Ward Melvin W. Ward Dallis M. Ward and
9 Willie Kate Ward infant defendants in this
10 cause and upon like motion leave is granted
11 to the said E. M. R. Ewing to file the answer
12 of the said infants by their said guardian
13 ad litem, which is accordingly done and
14 this coming on this the 11th Day of March 1893
15 to be heard upon the Plaintiffs bill of Com-
16 plaint and exhibits filed therewith the answer
17 of the said infant defendants by their said
18 guardian ad litem + the joint and separate
19 answer of defendants Barton Myers and
20 Jas. W. Gerow and exhibit filed therewith
21 and general replication to said answers
22 was argued by Counsel upon consideration
23 whereof it appearing to the Court that
24 all the defendants herewith have
25 been duly summoned by personal service
26 of process and all except those herein
27 before mentioned having failed to appear
28 to plead answer or demur the Bill is taken
29 for confessed as to them and it appearing that
30 defendants Myers and Gerow have executed
31 a Deed in Deed form of Law in which their
32 wives have joined duly acknowledged for
recording conveying to Plaintiff the tract

1 of land mentioned in Plaintiff's "Exhibit A-2"
2 it is ordered that this cause be dismissed
3 as to said Myers & Gerow and it is further
4 adjudged ordered and decreed that the Plaintiff
5 be quieted in the title & possession of the
6 land in dispute as described in the Bill
7 (the proceeding but more particularly des-
8 cribed in Plaintiff exhibit A-12" filed
9 with its Bill to wit: Beginning at a stake where
10 the East line of the tract conveyed June-
11 28th 1887 by J.B.F. Mills and others to the
12 Southwest Virginia Mineral Land Company
13 intersects the line of the land belonging
14 to the heirs of Samuel Word & issue,
15 known as the Patch for & thence S 67
16 W 225 poles to a stake. thence S 35 E 76
17 poles to a stake on the line of the original
18 B.F. Hoburn 2000 acres tract thence with
19 said line N 49 E 164 poles to a rock
20 in Goodlady creek corner to the
21 tract conveyed June 28th 1887 by J.B.F.
22 Mills & others to the Southwest Virginia
23 Mineral Land Company said line
24 passing at 26 poles a maple & chest-
25 nut on the South side of a spur corner
26 to said tract thence with the line of
27 said last mentioned tract due North
28 to the Beginning containing 87 1/4 acres
29 more or less and that it hold said
30 land by title firm and stable and
31 free from any claim demand or
32 interference of the defendants in

1 this cause or any of them are further
2 that all conveyances of said land
3 whether in fee simple or in trust
4 made by the defendants herein and
5 in the bill and proceedings mentioned
6 adverse to the title of the Plaintiff
7 he and the same are hereby declared
8 to be null and of no effect and
9 are to be cancelled and rescinded so
10 far as they affect the said land in
11 dispute. The Plaintiff recover its
12 costs in this behalf expended from
13 the defendants Nelson, Katherine, and
14 John Sinsford and L. A. Wood adminis-
15 trator of the estate of Wm A. Wood
16 deceased But Defendants Myers & Gerow
17 shall pay the costs incurred as to
18 them in the suit leave is granted
19 the Plaintiff to withdraw the Deed from
20 Docket Myers & others filed as exhibit
21 "A" with the answer of defendants
22 Myers & Gerow from the papers in
23 this cause for recordation and a
24 copy of this decree shall be delivered
25 to the clerk of the Lee County Court
26 to be recorded in the Book in
27 which Deeds are recorded & to index
28 as though it was a Deed from the
29 defendants herein to the plaintiff
30 and nothing remaining to be done
31 in this cause it is ordered that
32 it be stricken from the Docket.

1 Virginia Lee County to wit:

In the office of the clerk of the
said County the 13th Day of March 1893
the foregoing Decree was this Day
presented and admitted to record.

Teste John R. Gibson Clerk

Attesty Teste S. V. F. Richmond
Clerk

S. W. Virginia & M. S. Co.
S. J. Coffey Decrees
E. W. R. Ewing Lord
Dec 13 - 1893
Page 232

Fee \$10⁰⁰

\$315.00

June 20, 1887

Twelve months af. date without interest
we promise to pay Mary E. Jones
three hundred and fifteen dollars (\$315.00) but
it is understood and is the condition of this
promise that the title to a certain 63 acres
of sd M. E. Jones' land this day sold is to
be made perfect and indefeasible before
this note is due. And this note is not to be due nor
to interest until said title is made perfect

R. L. Miles Secy
to Slump & Co

\$252.50 due June 20, 1888.

\$

Apr. 16, 1889	10
June 7, 1890	25
" 17, 1890	25
Aug. 1, 1890	10
Sept. 5, 1890	30
Nov. 5, 1890	5
Aug. 17, 1891	25
" 21, 1891	20
Nov 1, 1892	28 50
Dec 24, 1892	25

1890-6-12

1888-6-20

1-11-22 1st inst. period

1890-8-1

1890-6-17

0-1-14 2nd inst. period

1890-9-5

1890-8-1

1-4 3rd inst. period

1890-11-5

1890-9-5

2-0 4th inst. period

1891-8-19

1890-11-5

9-14 5th inst. period

1892-11-1

1891-8-21

1-2-10 6th inst. period

1894-11-30
1892-12-24
1-11-6 7th inst. period

1892-12-24
1892-11-1
1-23 7th inst. period

$$\begin{array}{r} 252.50 \\ 06 \\ \hline \$15,1500 \end{array}$$

(1)

$$\begin{array}{r} 2,52.50 \text{ for 60 days} \\ 5\frac{1}{2} \text{ " 11 mos} = 5\frac{1}{2} \text{ times} \\ \hline 12.6250 \\ 1,2675 \\ 18416 \\ 10841 \\ \hline \$14,8182 \\ 15.15 \end{array}$$

" 20 days
" 2 "

$$\begin{array}{r} \$29,9682 \text{ Just for } 17\frac{1}{2} \text{ mos, 22 days} \\ \hline \end{array}$$

$$\begin{array}{r} 252.50 \\ 282.46 \\ 160 \\ \hline \$222.46 \end{array}$$

(2)

$$\begin{array}{r} 222.46 \text{ for 60 days} \\ 1,1123 \text{ " 30 " } = \frac{1}{2} \\ 5789 \text{ " 14 " } = \\ \hline \$1,6312 \text{ Just for 1 mo 14 days} \end{array}$$

$$\begin{array}{r} 222.46 \\ 224,0912 \\ 16 \\ \hline \$214,0912 \end{array}$$

(3)

$$\begin{array}{r} 2,14,0912 \text{ for 60 days} \\ 1,070456 \text{ " 30 " } = \frac{1}{2} \\ 1426 \text{ " 4 " } = \end{array}$$

$$\begin{array}{r} \$1,213056 \\ 214,0912 \\ 215,3042 \\ 30 \\ \hline \$185,3042 \end{array}$$

1,853,042 for 60 days Just
 1853042
 \$187,157.42 (4)
 5
 \$182,157

(5)
 182,157 182,157
 24 1/2 002 1/3
 7,28628 1364314
 91078 1062719
 8,19706 1427033

\$8,624,093 Just for 9 mos 14 days

182,157
 \$19,078,1093
 45.00
 \$145,178,1093

145,771

(6)

06
 8,74626 Just for 1 yr
 145,771 " " 2 mos or 1/6 of 8,74626
 124,295 " " 10 days or 1/6 of 145,771

\$10,44692 Just for 1 yr 2 mos, 10 days

145,771
 156,219
 28,500
 \$127,717

(7)

127,717 for 60 days

163858
 42572
 063

" 30 " = 1/2 of 127,717
 " 20 " = 1/3 of 127,717
 " 3 " = 1/20 of "

\$11,272

127,717
 218,8442
 25.00

\$103,18442 Amount due DEC 24, 1892

$$\begin{array}{r}
 103,843 \\
 06 \\
 \hline
 6,23058
 \end{array}$$

$$\begin{array}{r}
 103,843 \\
 88\frac{1}{2} \\
 \hline
 519215 \text{ for 11 months} \\
 57976
 \end{array}$$

$$\begin{array}{r}
 5,71191 \\
 6,23058 \\
 \hline
 110384
 \end{array}$$

$$\begin{array}{r}
 \$12,04633 \\
 103,843 \\
 \hline
 \$115,88933 \\
 103,843 \text{ for 60 days} \\
 \hline
 110384 \text{ " 6 days}
 \end{array}$$

Interest on principal (252.50) from June 20, 1888 to

June 12, 1890, 1 yr, 11 mo, 22 da,

Whole sum due June 12, 1890

\$29,963
252.50
\$282,463

All payments up to June 12, 1890, (\$60) to be deducted,

60.00

1st New prin, June 17, 1890,

\$222,46

Inst on new prin (\$222,46) from

June 17, 1890, to Aug 1, 1890, 1 mo, 14 da,

1.6312

Whole sum due Aug 1st 1890,

\$224,0912

Payment Aug 1, 1890 to be deducted

10.

2nd New principal Aug 1, 1890

\$214,0912

Inst on new prin (214,0912) from

Aug 1, 1890, to Sept 5, 1890, 1 mo, 4 da

1.213

Whole sum due Sept 5, 1890,

\$215,3042

Payment Sept 5, 1890 to be deducted

30.

3rd New prin Sept 5, 1890,

\$185,3042

Inst on new prin from Sept 5, 1890 to

Nov 5, 1890, 2 mo,

\$1,853042

Whole sum due Nov 5, 1890

\$187,157

Payment Nov 5, 1890

5

4th New principal Nov 5, 1890

\$182,157

Inst on new principal from Nov 5, 1890

to Aug 19, 1891, 9 mos. 14 ds,

8.624493

Whole sum due Aug 21, 1891

\$190,771

Payments of Aug 17 and 21st, 1891 (\$45) 88

45.00

5th New prin Aug 21, 1891

\$145,771

Inst on new principal from Aug 21, 1891 to

Nov 1, 1892, 1 yr, 2 mo, 10 days

10.446

Whole sum due Nov 1st 1892

\$156,217

see page 2

Calculations

M Jones
vs }

Mills & Sleep

✓

Whole sum due Nov. 1st 1892, from page (1)	\$156,217
Payment of Nov. 1st 1892, of \$	<u>28.50</u>
6th New principal Nov. 1, 1892.	\$127,717
Inst. on New prin from Nov. 1st 1892 till	
Dec. 24, 1892, 1 mo. 23 days	<u>1.726</u>
Whole sum due Dec. 24, 1892	\$128,843
Payment of Dec. 24, 1892 (\$25) of \$	<u>25.00</u>
Inst on New prin (\$103,843) from	\$103,843
Dec 24, 1892 till Nov 30, 1894, 1 yr 11 mo. 6 da.	<u>12,046 33</u>
Amount due on \$252.50 note Nov 30/94	\$115,889 33
	<u>219,123 2</u>
Bal due Nov 30/94	\$335,012 53

315,000	1892-11-27
53,044	1893-3-11
<u>259,96</u>	<u>8-16</u>
10,398 4 for 60 days	1894-11-30
16494 " 8 mos = 4 times	1893-11-27
\$11,048 3 " 16 days = $\frac{1}{4}$	<u>1-0-3</u>
259,96	
<u>271,008 3</u>	
65,28	
<u>206,728 3</u>	
06	
<u>12,403 2</u>	
206,72 32	
<u>\$219,12 32</u>	

Bal due Nov 30/94
on \$215,000 note

J.B.F. Mills and C. Slomp

Plffs.

vs.

In Chancery.

Mary E. Jones.

Def'ts.

And the said defendants come and say: That the said complainant has filed two bills in chancery against them, one of which is for the collection of a note executed ~~on~~ the 20th day of June 1887 for the sum of \$315.00, and the other upon a note executed on the same day for the sum of \$252.50, and to enforce both of said notes as a lien on the tract of land described in said bills. And said defendants aver that both of said notes were according to the tenor in effect thereof due at the time of the institution of each of said suits: that they each grew out of the same transaction: and were each liens upon the same subject matter: wherefore defendants say that the plaintiff has no right to prosecute and maintain said two suits, and that one of them should be dismissed, and of this they pray judgment of the court &c.

Done and T. H. G. J.
Att'y for D.

L.B. Hillier & Co. San Francisco

was /

Wong & Jones

Filed in open Court
on the 7th day March
1894

A.B. Muncey
Clk.

To J. B. F. Meles, C. Sleep and South West Va
Mineral Land Co

Take notice, that on the 7 day of May, 1894, at the office of ~~the~~ dwelling house of
James F. Jones, in the town of Turkey Cove Va, between the hours of 9
o'clock a. m. and 6 o'clock p. m. of that day, I shall proceed to take the depositions of
Mary E Jones & also

to be read in evidence in my behalf in the suit in equity depending in the Circuit Court of
Lee County in which Mary E Jones is
Plaintiff and J. B. F. Meles
C. Sleep and South West Va Mineral Land Co are

Defendant; and if from any cause the taking of said depositions be not commenced on that day,
or if commenced, if they be not completed on that day, the taking of said depositions will be
adjourned and continued from time to time and place to place until they are completed.

Respectfully,

Mary E Jones
By Counsel.

Mary E Jones

Notice to Take
Depositions

Jas Mills & Co.

7 May 1894

Executed by;
delivering a copy of
the within notice to
Mrs Mills wife of J.B.
J. Mills he not being
found at his usual
place of abode

May 3/94

W. H. Thompson Jr
for A. P. Haynes & Co.

The Commonwealth of Virginia,

Sergeant of the City of Norfolk Va
To the ~~Sheriff of the County of Lee~~, Greeting:

WE COMMAND YOU, That you summon

*J. B. F. Mills to Sheriff and South
West Va Mineral Land Company. The last named
being a body corporate doing business in Va.*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said
Court on the 1st Monday in February, 1894 to answer a bill in Chancery,
exhibited against them in our said court by Mary E Jones

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house,
the 25th day of January, 1894, and in the 11th year of
the Commonwealth.

A B Munsey Clerk.

101

The Commonwealth of Virginia,

To the Sheriff of the County of ^{wise} ~~Lee~~, Greeting:

WE COMMAND YOU, That you summon J. B. F. Mills, G. Slemph and South
West Va Mineral Land Co. The last named being a
body corporate doing business in Virginia

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said
Court on the first Monday in February, 1894, to answer a bill in Chancery,
exhibited against them in our said court by Mary E. Jones

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house,
the 16th day of January, 1894, and in the 11 8th year of
the Commonwealth.

A Copy Teste

A. B. Munsey Clerk.

A. B. Munsey clerk

US. { SUBPŒNA
IN CHANCERY.

.....p. q.

To Rules,

Circuit Court.

The Commonwealth of Virginia,

Sargent of the City of Norfolk Va
To the ~~Sheriff of the County of Lee~~, Greeting:

WE COMMAND YOU, That you summon *J. B. F. Mills, to Sloop and South-west Mineral Land Company, the last named being a body corporate doing business in Va*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *1st* Monday in *February*, 1894, to answer a bill in Chancery, exhibited against *them* in our said court by *Mary E. Jones*.

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the *25th* day of *January*, 1894, and in the *118th* year of the Commonwealth.

A. B. Munsey Clerk.

Mary E Jones

US. { SUBPENA
IN CHANCERY.

J B F Mills et al

M G Ely p. q.

To 1st February Rules 89

Circuit Court.

Executed this 29th
day of January a, 1894, by sewing a copy
here of on Boston Mapro
for the Court Work via
Municipal Land Company.
The said Boston Mapro
being the President of
said Company, and the
said Boston Mapro being
in and a resident of the
city of Newport at the time of
said service. Duly for 5th paid

C. L. Loring Deputy
for J. L. Gorman Secy of Court

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *J. B. Mills, C. Slessup and South West Va. Mineral Land Co.* The last named being a body corporate doing business in Virginia.....

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *First* Monday in *February*, 189*4*, to answer a bill in Chancery, exhibited against *Them* in our said court by *Mary E Jones*.....

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the *16th* day of *January*, 189*4*, and in the *11th* year of the Commonwealth.

A. B. Munsey Clerk.

Mary E Jones

US.

{ SUBPENA
IN CHANCERY.

J. B. F. Mills et al

M. G. Ely p. q.

To 1st February Rules 1894

Circuit Court.

Executed & given
the 3rd July 1894 by
Delivering a true
copy of the within
sums to C. Slomp
this July 1-1894
L. M. Wade D. S. for
G. E. Selanary
S. L. C.

The Commonwealth of Virginia,

To the Sheriff of the County of ^{wise} ~~Lee~~, Greeting:

WE COMMAND YOU, That you summon J B H Mills & Sloop and South
west Va Mineral Land Co. the last named
being a body corporate doing business in Virginia

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said
Court on the First Monday in February, 1894, to answer a bill in Chancery,
exhibited against Them in our said court by Mary E Jones

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house,
the 16th day of January, 1894, and in the 11th year of
the Commonwealth.

A B Munsey Clerk.

252

For Shff of wice Co

Mary E Jones

VS. { SUBPENA
IN CHANCERY.

J. B. F. Mills et al

M. G. Ely p. q.

To 1st February Rules 1894

Circuit Court.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *J. B. F. Mills to Sloop and South*
West Va Mineral Land Co., the last named
being a body corporate doing business in Virginia

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said
Court on the *First* Monday in *February* .., 189*4*, to answer a bill in Chancery,
exhibited against .. *Them* .. in our said court by *Mary E Jones* ..

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house,
the *16th* day of *January* .. 189*4*, and in the *11 8th* .. year of
the Commonwealth.

A B Munsey .. Clerk.

Mary E Jones

vs.

}

SUBPENA
IN CHANCERY.

J. B. & Mills et al

M. G. Ely p. q.

To 1st February Rules 1894

Circuit Court.

Executed Jan
the 29-1894 by
Delivering a true
copy of the within
same to C. Slomph
this Feb 1-1894
L. M. Wade D. S.
for R. C. Selanary
S. L. C.

The Commonwealth of Virginia,

To the Sheriff of the County of ^{wise} ~~Lee~~, Greeting:

WE COMMAND YOU, That you summon *J. B. F. Mills, L. Slemph and South
west Va. Mineral Land Co. the last named being
a body corporate doing business in Virginia*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said
Court on the *First* Monday in *February*, 1894, to answer a bill in Chancery,
exhibited against *them* in our said court by *Mary E. Jones*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house,
the *16th* day of *January*, 1894, and in the *11^{8th}* year of
the Commonwealth.

A. B. Munsey Clerk.

Shiff of wice co

Mary E. Jones

vs.

SUBPENA
IN CHANCERY.

J. B. F. Mills et al

M. G. Ely p. q.

To 1st February Rules 1894

Circuit Court.

Executed in Big
Stone Gap Va
by delivery in
office of the
within to J. B. F.
Mills J. B. F. 27/1894
J. B. F. Mills
S. 17

The Commonwealth of Virginia,

wise
To the Sheriff of the County of ~~Lee~~, Greeting:

WE COMMAND YOU, That you summon *mineral* ~~I~~ B F Mills, to Slemper and
~~South West Va. Land Co.~~ The last named, being
a body corporate doing business in Virginia

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said
Court on the *First* Monday in *February*, 1894, to answer a bill in Chancery,
exhibited against *them* in our said court by *Mary E Jones*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house,
the *16th* day of *January*, 1894, and in the *118th* year of
the Commonwealth.

A Copy Teste

A. B. Munsey Clerk.

A. B. Munsey clerk

US. { **SUBPŒNA**
 IN CHANCERY.

.....p. q.

To.....Rules,
Circuit Court.
